

**A**

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**Shannon Reply Affidavit – Attachment A**



Number: **CLECC02-291**

Category: **UNE / UNE-P**

Attachment: **Yes**

Contact: **Account Manager**

## CS Attachment A

A CLEC wishing to execute the amendment should contact its lead negotiator, or may print the attached form ("CA Amendment Notification.pdf") and FAX a signed request to **CONTRACT ADMINISTRATION at 1-800-404-4548.**

The amendment will need to be executed by Pacific and CLEC and then filed with the CPUC. The amendment will expire with the termination of the amended ICA.

***Once the amendment is effective for a CLEC, that CLEC may order the toll transmission capability by designating the Presubscribed IntraLATA Carrier (LPIC/2PIC) using a Carrier Identification Code (CIC)=9015.***

Customized routing Option "C" as set forth in the AT&T ICA will continue to be made available to those CLECs with that agreement, for the duration of that agreement, unless otherwise agreed.

Pacific reserves the right to make any modifications to or to cancel the above information prior to the planned effective dates. Should any modifications be made to the information, these modifications will be reflected in a subsequent letter. Should Pacific cancel the planned availability, Pacific will send additional notification. Pacific will incur no liability to the CLECs if Pacific cancels or modifies such information or its plans mentioned above.



"CA Amendment  
Notification.pdf"

***\*CALIFORNIA INTRALATA TOLL ARRANGEMENT AMENDMENT\****  
***\*ORDER NOTIFICATION\****

To: SBC PACIFIC BELL TELEPHONE CO.  
Contract Administration  
Four SBC Plaza, 9<sup>th</sup> Floor  
Dallas, TX 75202  
1-800-404-4548

FROM: \_\_\_\_\_

(CLEC Name)

FAX NUMBER: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

Email Address: \_\_\_\_\_

**AGREEMENT PREPARATION INFORMATION:**

CLEC LEGAL NAME

MAILING ADDRESS – STREET

CITY/STATE/ZIP CODE

TELEPHONE NUMBER

STATE OF INCORPORATION (IF APPLICABLE)

OCN/AECN

OFFICIAL NOTICE TITLE & NAME

TELEPHONE NUMBER

OFFICIAL NOTICE ADDRESS (**CANNOT BE P.O. BOX**)

OFFICIAL NOTICE CITY/STATE/ZIP

PLEASE LIST THE TYPE OF AGREEMENT AND  
ENTITY NAME THAT THIS REQUEST WILL AMEND.

EX: "INTERCONNECTION-ABC COMPANY"

Please note that you should expect to receive the amendnient within 10 business days from date  
of this facsimile.

**B**

**Shannon Reply Affidavit – Attachment B**

**AMENDMENT TO**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**PACIFIC BELL TELEPHONE COMPANY**  
**d/b/a SBC PACIFIC BELL TELEPHONE COMPANY**  
**AND**  
**[CLEC NAME]**

**WHEREAS**, Pacific Bell Telephone Company (“Pacific”) and [CLEC NAME] (“CLEC”) entered into an Interconnection Agreement which became effective on [INSERT EFFECTIVE DATE] (“the Agreement”); and

**WHEREAS**, the Agreement permits the Parties to mutually agree to amend the Agreement in writing,

**NOW THEREFORE**, the Parties agree to amend the Agreement as indicated herein:

1. Without limiting or otherwise affecting the Agreement and its interpretation as it existed prior to this Amendment, Pacific shall provide CLEC access on an unbundled basis to the intraLATA interexchange transmission capabilities of Pacific’s existing network as and to the extent required by FCC rules and orders (“IntraLATA Transmission Capabilities”). As used herein, “IntraLATA Transmission Capabilities” includes the L-PIC Ability (as defined below).

2. In conjunction with CLEC’s purchase of an unbundled local circuit switching (ULS) port with unbundled shared transport from Pacific under the Agreement and as and to the extent required by FCC rules and orders, Pacific shall specifically make available, upon a ULS port-specific request, the ability to route over Pacific’s existing network “1+” intraLATA calls originating from that ULS port (“L-PIC Ability”). The L-PIC Ability will be provided from Pacific’s originating end-office where the ULS port is being provided, and consists of use of Pacific’s existing intraLATA interexchange transmission facilities using the same routing tables and network facilities, including interexchange trunk groups and tandem switching, as intraLATA toll calls originated from the same end-office by Pacific’s retail end-user customers for whom Pacific is the presubscribed intraLATA toll carrier. The L-PIC Ability shall be made available through the use by CLEC of Pacific’s routing code or, if the means exist and are enabled by Pacific to use CLEC’s Carrier Identification Code (CIC) instead of Pacific’s code, then using CLEC’s CIC.

3. In addition to other applicable charges, including Switch Usage Interoffice – Originating for the ULS port and associated SS7 signaling, for use of the L-PIC Ability, CLEC will pay Switch Usage - Tandem Switching (Shared Transport), and Switch Transport - Common, which rates have been previously set forth in the Agreement. Any other use of the IntraLATA Transmission Capabilities shall be requested, and associated terms, conditions, and rates established, through the bona fide request process (or its similar counterpart) set forth in the Agreement, unless such use is otherwise already provided for in the Agreement.

4. CLEC has the sole responsibility for entering into arrangements with terminating carriers for traffic originated by CLEC’s customers, including those carried on the IntraLATA Transmission Capabilities. CLEC must indemnify and defend Pacific against any claims and/or damages that may result from the transmission of such traffic to any other carrier.

5. CLEC is and will remain solely liable and responsible for any terminating compensation charges applicable to traffic originating with such ULS ports, including the traffic carried by the IntraLATA Transmission Capabilities, including terminating access charges payable to Pacific (beginning with the trunk



side of Pacific's terminating end-office) and to third party carriers, as applicable. The foregoing provisions of this Paragraph 5 shall not prejudice or otherwise affect any position that either Party may take on the application of terminating access charges in any subsequent negotiation, arbitration, or otherwise.

6. This Amendment, including Pacific's offer of the IntraLATA Transmission Capabilities, is not, and shall not in any way be construed to be, an admission by Pacific or any of its affiliates that any one of them has acted wrongfully and/or unlawfully in any manner. This Amendment, including Pacific's offer of the IntraLATA Transmission Capabilities, shall not be construed in any proceeding as a present or past admission of liability; shall not in any way be used as proof or evidence in any proceeding on whether Pacific previously was required by law to provide such Capabilities; and shall not be used as proof or evidence that Pacific should be required under this Amendment, the Agreement, or otherwise to continue to provide unbundled local circuit switching, unbundled shared transport, or such Capabilities notwithstanding the operation of Paragraph 8 of this Amendment.

7. **EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS IN THE UNDERLYING AGREEMENT REMAIN UNCHANGED.** Defined terms not given a definition herein shall have the meaning ascribed to them in the Agreement.

8. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis or rationale for such rates, terms and/or conditions in the Agreement, including this Amendment, are invalidated, modified or stayed by any action of any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the affected provision shall be immediately invalidated, modified, or stayed, consistent with the action of the legislative body, court, or regulatory agency upon the written request of either Party to the extent set forth in such request. In such event the Parties shall expend diligent efforts to arrive at an agreement regarding the appropriate conforming modifications to the Agreement to the extent necessary. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. Without limiting the general applicability of the foregoing, the IntraLATA Transmission Capabilities are offered solely in conjunction with unbundled shared transport and therefore subject to the same intervening occurrences (as set forth in this Paragraph) that affect unbundled shared transport. In addition, the Parties understand and agree that the FCC's Forfeiture Order, FCC 02-282, released on October 9, 2002, also forms the basis and rationale underlying Pacific's offering of the IntraLATA Transmission Capabilities provided for in this Amendment, and the Capabilities are subject to the intervening occurrences (as set forth in this Paragraph) with respect to the Forfeiture Order. Notwithstanding any other change of law provision in the underlying agreement, the Parties acknowledge and agree that in entering this Amendment neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court's opinion in *Verizon v. FCC*, 535 U.S. \_\_\_\_ (2002); the D.C. Circuit's decision in *United States Telecom Association, et. al v. FCC*, No. 00-101 (May 24, 2002); the FCC's Order *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, (FCC 99-370) (rel. November 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000) in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68 (the "ISP Inter-carrier Compensation Order") (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. In addition to fully reserving its other rights, Pacific reserves its right to exercise its option at any time in the future to adopt on a date specified by Pacific the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, including without limitation, in the FCC's Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338, FCC 01-361

(rel. Dec. 20, 2001) (“Triennial Review UNE rulemaking”), finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party. In such event, the Parties shall have sixty (60) days from the effective date of the order to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement, if any, to effectuate any such order. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the effective date of such order, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the dispute resolution procedures set forth in the Agreement.

9. This Amendment does not in any way prohibit, limit, or otherwise affect either Party from taking any position with respect to any issue or subject addressed or implicated in this Amendment, or from raising and pursuing its rights and abilities with respect to the same, or any legislative, regulatory, administrative or judicial action with respect to any of the foregoing. This Paragraph is not intended and shall not be interpreted so as to permit any Party to challenge, directly or indirectly, the Amendment, including without limitation its validity, effectiveness, or application.

10. This Amendment shall be filed with the California Public Utilities Commission (“CPUC”) and, in accordance with CPUC practice, shall be automatically approved 30 days thereafter, unless protested.

11. This Amendment shall be effective the first (1<sup>st</sup>) business day after its filing with the [state commission] (“Amendment Effective Date”) unless objected to by or otherwise contrary to the orders or rules of the [state commission acronym]. In the event that after the Amendment Effective Date all or any portion of this Amendment as agreed-to and submitted is rejected and/or modified by the CPUC, unless otherwise mutually agreed, the Parties shall expend diligent efforts to arrive at mutually acceptable new provisions to replace those rejected and/or modified by the CPUC; provided, however, that failure to reach such mutually acceptable new provisions within thirty (30) days after such rejection and/or modification shall permit either Party to terminate this Amendment upon ten (10) days written notice to the other. In the event of such a termination, the Parties shall work cooperatively to establish an orderly transition of existing use of the IntraLATA Transmission Capabilities to other serving arrangements within a reasonable period of time, not to exceed thirty (30) days in any event.

12. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather will be coterminous with the Agreement.

13. The Parties acknowledge and agree that the provisions for the IntraLATA Transmission Capabilities set forth in Paragraphs 1-12 of this Amendment are each legitimately related to, conditioned on and consideration for, every other term and condition in Paragraphs 1-12 of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date shown below by their respective duly authorized representatives.

**CLEC**

**PACIFIC BELL TELEPHONE COMPANY  
d/b/a SBC PACIFIC BELL TELEPHONE  
COMPANY  
By SBC Telecommunications, Inc.,  
its authorized agent**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: ~~For~~/ President-Industry Markets

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

AECN/OCN #: \_\_\_\_\_



BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON', D.C. 20554

In the Matter of )  
 )  
Application by SBC Communications Inc., )  
Pacific Bell Telephone Company, and ) WC Docket No. 02-306  
Southwestern Bell Communications Services, )  
Inc. for Provision of In-Region, InterLATA )  
Services in California )

REPLY AFFIDAVIT OF  
ERIC D. SMITH

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I, Eric D. Smith, being of lawful age and duly sworn upon my oath, do hereby depose and state:

**INTRODUCTION**

1. **My name is** Eric D. Smith. I am the same Eric D. Smith who filed an initial affidavit (App. A, Tab 21) in this proceeding on September 20, 2002, addressing number portability and number administration issues. This affidavit replies to the allegations of AT&T and other commenters to this proceeding that Pacific has failed to satisfy the number portability requirements of the Act.

**PACIFIC’S LNP PERFORMANCE IS EXCELLENT**

2. As set out in the initial affidavit of Eric D. Smith (App. A, Tab 21), Pacific has implemented local number portability (“LNP”) in California in accordance with industry standards, the requirements of the Act, and all applicable Federal Communications Commission (“FCC”) rules. Specifically, Pacific has complied with switch selection, implementation, and LNP deployment requirements; has adhered to the technical, operational, architectural, and administrative requirements established by the FCC; has consistently met the performance standards set by the California Public Utilities Commission (“CPUC”); and continues to be an active participant in industry and regulatory activities that address LNP policy matters.
3. AT&T alleges Pacific does not meet the requirements of the Act because its number portability processes cause a “loss of dial tone for a significant number of AT&T’s customers.” AT&T’s Willard Decl. ¶ 58. The evidence set out below demonstrates that AT&T’s claims are incorrect.
4. Specifically, as noted in the initial affidavit of Eric Smith (and as not contested by any commenter to this proceeding), Pacific’s provisioning for LNP is in conformance with

the North American Numbering Council (“NANC”) Inter Service Provider Operations Flows. Following those industry standard procedures, Pacific has demonstrated excellent performance in provisioning LNP requests.

5. As confirmed by the performance results for PM 9 and PM 9A, Pacific completes the coordinated provisioning of stand-alone LNP in a timely manner over 99% of the time.’ Similarly, customer trouble associated with LNP migrations is minimal. On average, less than 0.24% of LNP orders experienced trouble during the migration process over the last six months (as measured by PM 15 – Provisioning Trouble Reports (Prior to Service Order Completion)): with less than 0.14% of LNP orders reporting troubles after the conversion (tracked by PM 17 – Percentage Troubles in 10 Days for Non-Special Orders).’ In each of the last nine months, LNP results for both PM 15 and PM 17 were well below the required benchmark standard of 1%.

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<sup>1</sup> Throughout 2002 (ending with the September report month), CLEC aggregate results for the PM 9 standalone LNP submeasure were **100.0%** in each month. During the same time frame, CLEC results for standalone LNP (associated with PM 9A) exceeded 99.98% on time (January: 99.99%; February: 100.00%; March 99.99%; April 99.99%; May: 99.99% June: 100.00%; July: 99.99%; August: 99.99%; and September: 100.00%).

<sup>2</sup> Performance for LNP troubles, as tracked in PM 15, includes **all** LNP troubles regardless whether the trouble is associated with provisioning of standalone LNP or LNP with UNE loop orders. In the last nine months, LNP results for this measure were well below the 1% standard (January: 0.14% (Out of Service), 0.14% (Service Affecting); February: 0.12% (Out of Service), 0.15% (Service Affecting); March 0.15% (Out of Service), 0.14% (Service Affecting); April: 0.15% (Out of Service), 0.17% (Service Affecting); May: 0.16% (Out of Service), 0.23% (Service Affecting); June: 0.20% (Out of Service), 0.17% (Service Affecting); July: 0.14% (Out of Service), 0.15% (Service Affecting); August: 0.19% (Out of Service), **0.13%** (Service Affecting); and September: 0.13% (Out of Service), 0.12% (Service Affecting)).

<sup>3</sup> Performance for LNP troubles in PM 17 also is tracked on a combined basis (for standalone LNP and LNP with UNE loop orders). Monthly performance in 2002 has been excellent, as reflected in the following results: January: 0.03%; February: 0.02% March 0.02% April: 0.02%; May: 0.02%; June: 0.10%; July: 0.08%; August: 0.01%; and September: 0.14%).

## CANCELLATIONS ON DUE DATE HANDLED EFFECTIVELY

6. AT&T goes on at some length complaining of supposed deficiencies in Pacific's procedures for postponing LNP conversions on the due date, claiming that in some months "between 3 and 5 percent of customers" have lost dial tone during the migration process. AT&T's Willard Decl. ¶¶ 64-76. In doing so, AT&T suggests that managing its operational difficulties in scheduling LNP conversions is somehow Pacific's responsibility. *See id.* ¶ 63 (noting that for AT&T Broadband "approximately 30 percent of customers reschedule or cancel on the day of installation – often not until the installer shows up at the customer's premises"). That is not the case. While Pacific has worked closely with AT&T and other CLECs to assist them in canceling and rescheduling LNP conversions at the "last minute," (*id.*) the fact remains that it is AT&T's responsibility to work with its customers to ensure that conversions take place as scheduled or are cancelled/rescheduled in a timely manner.
7. Further, Pacific has done a very good job of assisting AT&T with its last-minute cancellations. AT&T consistently provides information to Pacific on LNP disconnects it contends occurred despite a timely request from AT&T to cancel/reschedule the port. Pacific then investigates those orders, and provides the results of that investigation back to AT&T. Using that information, Pacific conducted a review of AT&T's LNP disconnect complaints over the last three months. During the July – September 2002 time frame, AT&T submitted more than \*\*\* requests to cancel/reschedule stand-alone LNP conversions ("stop port" requests), more than 99% of which were processed by Pacific without complaint by AT&T.



## IMPLEMENTATION OF MECHANIZED NPAC CHECK

8. Although the evidence clearly demonstrates that Pacific satisfied the requirements of the Act with regard to the provisioning of LNP at the time this 271 Application was filed, effective September 30, 2002, SBC further enhanced its already compliant procedures with implementation of the mechanized NPAC check for stand-alone POTS LNP orders in the Pacific region. As discussed in the initial affidavit of Eric Smith, with this process, SBC's systems monitor receipt of the "activate" message sent by the NPAC notifying SBC that the CLEC has activated the subject number on the CLEC's switch. If the activate message is not received by 9:00 p.m. on the due date, SBC's systems automatically delay the disconnect of the number from Pacific's switch for up to 6 days – giving the winning CLEC additional time to reschedule the conversion with its end user, complete any required field work, and activate the port. *See* Affidavit of Eric D. Smith ¶¶ 17-18.

9. Attachment A to this affidavit is *SBC Pacific Bell Telephone Company's (U 1001 C) Supplemental Notice of Compliance With Ordering Paragraph 6*, filed with the CPUC on November 1, 2002, providing 31 days of operational data verifying implementation of this enhancement. As set out in the attached, as of October 31, 2002, Pacific received approximately 14,207 mechanized activation verification messages from the NPAC, and had automatically delayed the disconnect of approximately 273 telephone numbers from its switch, on stand-alone POTS LNP orders managed through its new process.<sup>4</sup> Thus, CLECs in the Pacific region now have the added ability to mechanically delay their

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<sup>4</sup> This data, and the data included in Attachment A, are derived from SBC's internal databases, and constitute the best information available to SBC and Pacific at the time of filing.

stand-alone LNP conversions for up to 6 days after the due date without providing any notification to Pacific, and without need of Pacific to manually intercede in the process.’

10. In short, no CLEC has presented any credible evidence demonstrating that Pacific has failed to fulfill its obligations to provide number portability to CLECs in a timely and non-discriminatory fashion. Rather, all available evidence demonstrates that Pacific’s performance is excellent, that the systems and processes Pacific provides for LNP enable CLECs (including, but not limited to, AT&T) to transfer telephone numbers in a manner that meets or exceeds the requirements of the Act.
11. Pursuant to Part II. E. of the Consent Decree entered into between SBC Communications Inc. and the Federal Communications Commission, released on May 28, 2002, *see* Order, *SBC Communications, Inc.*, 17 FCC Rcd 10780 (2002), I hereby affirm that I have (1) received the training SBC is obligated to provide to all SBC FCC Representatives; (2) reviewed and understand the SBC Compliance Guidelines; (3) signed an acknowledgment of my training and review and understanding of the Guidelines; and (4) complied with the requirements of the SBC Compliance Guidelines.
12. This concludes my affidavit.

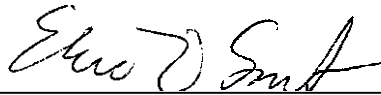
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<sup>5</sup> Prior to implementation, Pacific advised CLECs that, in order to be managed by the new process, stand alone POTS LNP orders placed before September 30, 2002, but with due dates after September 30, would need to be resubmitted or supplemented. Shortly after implementation, Pacific discovered a limited systems issue that had impacted a very small number of supplemented **FDT** orders, resulting in those orders not **being** managed by the new process. After that issue (which, again, impacted only a limited subset of orders received prior to September 30) was quickly addressed, such orders were managed appropriately.

STATE OF TEXAS       )  
COUNTY OF DALLAS    )

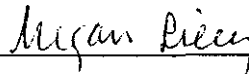
I state under penalty of **perjury** that the foregoing is true and correct.

Executed on 10-31-2002.



Eric D. Smith

Subscribed and sworn to before me on this 31<sup>st</sup> day of October 2002. <sup>**a**</sup>



Notary Public



**A**

**Smith, E. Reply Affidavit – Attachment A**

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Rulemaking on the Commission's Own Motion to Govern Open Access to Bottleneck Services and Establish a Framework for Network Architecture Development of Dominant Carrier Networks.	R.93-04-003
Investigation on the Commission's Own Motion into Open Access and Network Architecture Development of Dominant Carrier Networks.	I.93-04-002
Order Instituting Rulemaking on the Commission's Own Motion Into Competition for Local Exchange Service.	R.95-04-043
Order Instituting Investigation on the Commission's Own Motion Into Competition for Local Exchange Service.	I.95-04-044

Received  
NOV 8 1 2002  
Public Utilities Commission  
Mailroom

**SBC PACIFIC BELL TELEPHONE COMPANY'S (U 1001 C)  
SUPPLEMENTAL NOTICE OF COMPLIANCE  
WITH ORDERING PARAGRAPH 6**

On September 19, 2002, the Commission voted to endorse SBC Pacific Bell's application for long-distance relief, under Section 271 of the Telecommunications Act of 1996. (D-02-09-050, mailed September 25, 2002.) In connection with that decision, the Commission directed SBC Pacific Bell to implement a mechanized NPAC (Number Portability Administration Center) verification to minimize the possibility of service disruption to end users where competitive local exchange carriers have not completed their switch translations by the requested due date. The Commission further directed SBC Pacific Bell to provide 30 days of operational data to verify the implementation of this enhancement. (Ordering Paragraph 6.) That data is provided below.<sup>1</sup>

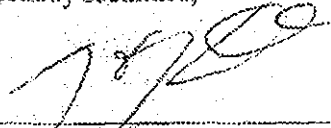
The mechanized NPAC verification process implemented by SBC Pacific Bell on September 30, 2002 enables SBC Pacific Bell's systems to monitor receipt of an "activate" message for stand alone POTS orders sent by the NPAC, which notifies SBC Pacific Bell that an acquiring CLEC has activated

<sup>1</sup> The data reported in this filing was derived from SBC Pacific Bell's internal databases, and constitutes the best information available at the time of filing.

the end user's number in the CLEC's switch. With this functionality, if an activate message is not received by 9:00 p.m. on the due date for the conversion, SBC Pacific Bell's systems automatically delay the disconnect of the number from SBC Pacific Bell's switch for up to 6 days—giving the acquiring CLEC additional time to reschedule the conversion with its end user, complete any necessary field work, and activate the port. SBC Pacific Bell's systems complete the disconnect order, removing the ported number from SBC Pacific Bell's switch translations, only if, during the 6-day extension period, an activate message is received from the NPAC.

As of October 31, 2002, SBC Pacific Bell received 14,267 mechanized activate messages from the NPAC on LNP conversions managed through this new process. In addition, the disconnection of 273 telephone numbers from SBC Pacific Bell's switches was automatically delayed through this new process when no activate notice was received from the NPAC.<sup>2</sup>

Respectfully submitted,



JAMES B. YOUNG  
ED KOLTO WININGER  
L. NELSON YACUSBY  
Attorneys for Pacific Bell Telephone Company

140 New Montgomery Street, Room 1617  
San Francisco, CA 94105  
Tel: (415) 545-9422

November 1, 2002

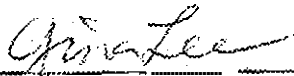
Fax: (415) 974-1999

<sup>2</sup> Prior to implementation, SBC Pacific Bell advised CLECs that, in order to be managed by the new process, stand alone POTS LNP orders placed before September 30, but with due dates after September 30, would need to be resubmitted or supplemented. Shortly after implementation, SBC Pacific Bell discovered a limited systems issue that impacted a very small number of supplemented FDT (Frame Due Time) orders, resulting in those orders not being managed by the new process. After that issue was quickly addressed (which, again, impacted only a limited subset of orders received prior to September 30th), such orders were managed appropriately.

CERTIFICATE OF SERVICE

I, Gina **Fee**, certify that I have this day caused a true copy *of* the *original* attached "SBC PACIFIC BELL TELEPHONE COMPANY'S (U 1001 C) SUPPLEMENTAL NOTICE OF COMPLIANCE WITH ORDERING PARAGRAPH 6" in R.93-04-003, I 93-114502; R.95-04-043, I 95-04444 to be **served** by mail or hand delivery on all **parties** on the attached service list for this proceeding.

Dated this 1st day of **November 2002** at San Francisco. **California** 94105

  
\_\_\_\_\_  
Gina Lee

PACIFIC BELL TELEPHONE COMPANY  
140 New Montgomery Street  
San Francisco CA 94105